

943

AGREEMENT
BETWEEN
BOROUGH OF HOPATCONG
AND
HOPATCONG BLUE COLLAR EMPLOYEE

JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

PREAMBLE		Page 1
ARTICLE I	RECOGNITION	Page 1
ARTICLE II	RIGHTS AND PRIVILEGES OF THE UNION	Page 1, 2, 3, 4,
ARTICLE III	MANAGEMENT'S RIGHTS	Page 4, 5
ARTICLE IV	WORK WEEK, OVERTIME AND BREAKS	Page 5, 6
ARTICLE V	SICK LEAVE AND BEREAVEMENT LEAVE	Page 7, 8, 9, 10
ARTICLE VI	INSURANCE AND UNIFORMS	Page 10
ARTICLE VII	DISCRIMINATION	Page 11
ARTICLE VIII	JURY DUTY	Page 11
ARTICLE IX	HOLIDAYS	Page 11
ARTICLE X	VACATIONS	Page 12, 13
ARTICLE XI	SAFETY	Page 13
ARTICLE XII	WAGES AND LONGEVITY ADJUSTMENT	Page 13, 14
ARTICLE XIII	PROMOTIONS AND PROBATIONARY PERIOD	Page 14
ARTICLE XIV	LAYOFF AND RECLASSIFICATION	Page 14, 15
ARTICLE XV	ACCESS TO PERSONNEL FILE	Page 15, 16
ARTICLE XVI	GRIEVANCE PROCEDURE	Page 16, 17, 18, 19
ARTICLE XVII	DISCIPLINE	Page 19, 20
ARTICLE XIX	FULLY BARGAINED PROVISIONS	Page 21, 22
ARTICLE XX	NO STRIKE PLEDGE	Page 22, 23
ARTICLE XXI	POSTING	Page 23
ARTICLE XXII	LOSS OF SENIORITY	Page 23, 24
ARTICLE XXIII	TERM OF AGREEMENT	Page 24
RIDER	SALARIES AND WAGES - 1991	Page 25

PREAMBLE

This Agreement entered into the 8th day of February, 1991 by and between the Borough of Hopatcong, in the County of Sussex, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "BOROUGH" and Hopatcong Blue Collar Employees, hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

ARTICLE I

RECOGNITION

Pursuant to the Certification of Representation issued on by the Public Employment Relations Commission in Docket No. 87-1, the Borough recognized the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all full-time and regularly employed part-time blue collar employees employed by the Borough, including heavy equipment operators, laborers, mechanical repairmen, public works repairmen, senior public works repairmen, building maintenance workers, senior maintenance repairers, and mechanical repairmen workers, but excluding managerial executives, supervisors within the meaning of the Act, confidential employees, craft employees, white collar employees, and all other employees.

ARTICLE II

RIGHTS AND PRIVILEGES OF THE UNION

A. The Union shall have the right to determine such members of the Union as it deems reasonably necessary as Union Representatives.

B. The Borough agrees to make available to the Union all public information concerning the financial resources of the Borough, and other public information which may be necessary for the Union to process any grievance or contractual negotiation.

C. Authorized representatives of the Union shall have the right to enter the areas in and around the Borough garage, commonly called the "public works working area", during working hours for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement or to transact official Union business, so long as such visits do not interfere with the work being performed or with proper service to the public, and further provided it is appropriately scheduled with the Borough Administrator's office.

D. Agency Shop and Dues Deduction

1. Pursuant to N.J.S.A. 52:14-15.9(e), whenever any Unit employee shall indicate in writing to the proper disbursing officer of the Borough his desire to have any deductions made from his compensation for the purpose of paying the employee's dues to a bona-fide employee organization, including the Union, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such employee, and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request. Any such sums relating to the Union shall be transmitted monthly to the Secretary-Treasurer of the Union. Any such written authorizations may be withdrawn by the employee at any time by the filing of Notice of such Withdrawal with the disbursing officer. The filing of Notice of Withdrawal shall be effective to halt deductions as of January 1, or July 1 next succeeding the date on which Notice of Withdrawal is filed.
2. Any employee in the bargaining unit who does not join the Union within thirty (30) days from the date of execution of this Agreement, or any new employee who does not join the Union within (30) days of initial employment within the bargaining unit, and any employee previously employed within the unit who returns and who does not join the union within ten (10) days of reentry into employment within the unit, shall pay a representation fee in lieu of dues to the Union by payroll deduction. The representation fee shall be in an amount equal to no more than eight-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Borough by the Union.

The Union may revise its certification of the amount of the representation fee upon sixty (60) days written notice to the Borough to reflect changes in the regular Union membership dues, fees, and assessments. For the purpose of this provision, employees employed on a ten month basis, or who are appointed year to year shall be considered to be in continuous employment. In order for this section to become effective, the Union must provide to the Borough and to employees referred to above, sufficient evidence that it has complied with the statutory requirement to establish an internal procedure for non-members who seek to challenge the appropriateness of the representation fee. The Union shall comply with Chapter 477, Public Laws of 1979, in all respects.

3. With respect to both dues and deductions and representation fee deduction, the Union shall indemnify, defend, and hold the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Borough pursuant to the above provisions concerning dues deductions and representation fee.

E. The Borough recognizes the right of the Union to designate one steward and one alternate for the enforcement of this Agreement. The Union shall furnish the Borough with a written designation of the steward and the alternate and shall thereafter notify the Borough in writing of any change in such designations. The authority of the steward and the alternate so designated by the Union shall be limited to, and shall not exceed, the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the transmission of such messages and information shall originate with, and are authorized by, the Union or its officers. Whenever the steward or alternate of any employee in the bargaining unit is mutually scheduled by the parties to participate during regular working hours in negotiations, grievance proceedings, conference or meetings, the steward, alternate or employee shall suffer no loss of pay.

F. The Borough agrees to post a copy of the work record for calculating pay for members of the bargaining unit, such record to indicate the hours worked and the rates of pay for each member. The copy shall be posted in a convenient location in the Borough garage no later than the day on which the checks are issued.

ARTICLE III

MANAGEMENT'S RIGHTS

A. The Borough retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

B. It is mutually understood and agreed that the Borough retains the prerogatives of management, including, but not limited to the rights of hiring, suspending, disciplining or discharging for proper cause, promoting, transferring and scheduling employees; to determining of services to be offered by its agencies; to take necessary actions in emergencies; to determine the standards of selection of employment; to maintain the efficiency of its operations and the technology of performing its work to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; and to determine the content of job classifications; all subject to Civil Service Rules and any other applicable law or provisions of this Agreement. Without limiting the Borough's management prerogative to discipline as set forth above, the Borough agrees that whenever a disciplinary document of any kind is given to an employee, copies will be simultaneously transmitted to the Union steward.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and direction in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of New Jersey and the United States.

ARTICLE IV

WORK WEEK, OVERTIME AND BREAKS

A. Work Hours

The normal work week shall consist of five (5) consecutive days, whenever practical Monday through Friday. The normal work day shall consist of eight (8) consecutive hours exclusive of a one-half hour lunch period. The normal starting time shall be 7:00 A.M. and the normal quitting shall be 3:30 P.M. It is recognized that starting and quitting time must vary for certain seasonal operations including activities such as park and public grounds maintenance, leaf removal, and with respect to emergencies such as those resulting from storms (snow removal, flooding, debris removal, vehicular accidents, and cave-ins and vandalism.

B. Overtime

1. All employees shall be expected to complete their work in the time allotted for the normal working day.
2. Any employee scheduled by the Borough to work in excess of the employee's regular eight (8) hour day shall be paid at the rate of time and one-half for all hours the employee works in excess of his regular eight (8) hours.
3. An employee who is scheduled to work a normal Monday through Friday work week who works on a Saturday or Sunday shall receive time and one-half for all hours the employee works on a Saturday or Sunday.
4. Employees in the bargaining unit who work on a holiday shall be paid their regular day's pay for the holiday plus an additional time and one-half for all hours worked on said holiday.
5. In determining eligibility for overtime pay, time within the employee's standard weekly work schedule for which he receives straight time pay from the Borough for approved absence shall be credited to time worked when computing the forty (40) hours at straight hourly pay required before overtime rates are paid.
6. If an employee is called out for emergency work, the employee shall be eligible for a minimum of four (4) hours of work if the employee chooses, but shall be paid for only the hours worked. For the purpose of determining call out time a portal to portal basis shall be used.
7. For employees who work during severe weather conditions, such as ice, snow, floods and hurricanes, current meal allowance policy shall be maintained for the duration of this Agreement.

C. Breaks

1. Each employee herein represented shall be entitled to one fifteen (15) minute break for each half day period of work (morning and afternoon). Unused break time shall not be credited or accumulated in any way by the employee.
2. Time limits for said breaks shall be strictly observed. Employees are not to return to the Borough garage port for the break.

D. Pay Periods

Employees covered under this contract shall receive their pay every two (2) weeks for their regular services performed for the Borough.

ARTICLE V

SICK LEAVE AND BEREAVEMENT LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on either aggregate months of service.
2. Sick leave may be utilized by employees when they are unable to perform their work because of personal illness, accident or exposure to contagious disease, or for short periods when the presence of the employee is necessary to care for the employee's spouse or other member of the immediate family due to illness or injury. Further, sick leave may be used for short periods in addition to the bereavement leave provided because of death in the employee's immediate family as defined below.

B. Amount of Sick Leave

1. Sick leave will be provided at a rate of one and one-quarter (1.25) days for each full month of service, commencing in the first month of employment, but will not be earned for the time spent by the employee on Worker's Compensation, nor for any time spent on leave without pay. Sick leave credits shall continue to accrue while an employee is on leave with pay.
2. Sick leave that is not used during a calendar year shall accumulate from year to year.

C. Reporting of Absence on Sick Leave

1. If an employee is to be absent for reasons that entitle the employee to sick leave, the Superintendent of Public Works or the Superintendent's designee shall be notified prior to the employee's starting time.
2. Failure to so notify the Superintendent of Public Works may be a cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
3. Absence without notice of five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) consecutive working days may be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature, causing absence of one (1) day or less, only one (1) submission of proof shall be necessary for a period of six (6) months. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough physician of the Borough's choice. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
4. Any employee absent from work on either the employee's last scheduled working day before the celebration of a holiday or on the employee's next scheduled working day following the celebration of a holiday, may be required to submit proof of illness from a physician.

E. Worker's Compensation

The current Borough Worker's Compensation Program of benefits shall not be reduced during the lifetime of this Agreement except that the benefits of 58-17 "Supplemental Temporary disability benefits for full-time officers and employees" shall apply for the first three (3) months, not six (6), and that upon a review by the Governing Body, the Governing Body may grant an extension up to three (3) more months, the total time for the benefits not to exceed six (6) months.

The Borough shall further provide NJ State Disability for Blue Collar employees. Employers shall be responsible for payment of employer portion of the annual premium in 1991. Thereafter employer will assume payment of its portion according to State Formula.

F. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted up to three days bereavement leave.
2. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother and grandfather.
3. Reasonable verification of the event may be required by the Borough.
4. Although bereavement leave is not sick leave, in the event of a death in the immediate family sick leave may be used for short periods to supplement bereavement leave, as provided in A2 of this Article. Requests for this additional time shall be made by an employee to the Superintendent of Public Works which approval shall not be unreasonably withheld.

G. Payment for Accumulated Sick Leave

1. Those employees within the Blue Collar Bargaining Unit shall receive compensation for accumulated sick leave upon retirement, provided he meets the following criteria:
2. The maximum amount of payment shall not exceed \$10,000.00.
3. Computation of payment shall be as follows:

First 100 days of accumulated sick leave - 25% of average daily pay.

Next 100 days of accumulated sick leave - 30% of average daily pay. All over 200 days of accumulated sick leave - 42% of average daily pay.
4. In the event of the death of an employee who meets the 25 years of continuous service criteria, payment shall be made to the estate of the employee.
5. Payment may be made in up to three (3) annual installments at the option of the Mayor and Council.
6. Average daily pay shall be determined by multiplying the hourly rate times 8.

ARTICLE VI

INSURANCE AND UNIFORMS

A. The following insurance or equivalent will be provided for the employees by the Borough.

Blue Cross

Blue Shield

PACE, Rider J 365, Assistant Surgeon Rider, Physician
Unbundlingly

Major Medical - PACE

Life Insurance - Employee only

Worker's Compensation

Liability

Disability

- B. In order to promote safer working conditions employees shall wear safety shoes. Members shall receive two pair of boots per annum at the expense of the Borough. Members shall be issued one pair of thermal coveralls and one pair of rubber overshoes every second year beginning in 1992.
- C. As the Borough provides uniforms for employees covered under this contract, employees shall be in uniform when working for the Borough. Uniforms are not to be altered nor used for purposes other than working for the Borough. New uniforms shall be provided every two (2) years.

ARTICLE VII

DISCRIMINATION

No employee shall be discriminated against because of age, race, creed, sex, color, ethnic background, political affiliation, lawful Union activity or physical handicap.

ARTICLE VIII

JURY DUTY

Should any employee be obligated to serve as a juror, he shall receive full pay from the Borough less all payment for jury duty for all time spent on jury duty that exceeds five (5) dollars per day.

ARTICLE IX

HOLIDAYS

A. The following days shall be holidays upon which the members of the bargaining unit shall not be required to work except in the case of emergencies and call out as determined the the Superintendent of Public Works and provided in this Agreement.

New Years Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

One Holiday of Choice

B. When a holiday, as listed above, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following day, Monday.

C. No additional days are to be taken as holidays unless designated by the Mayor, regardless of its designation by any other legal entry.

D. Employee must notify supervisor of intent to take Holiday of Choice in advance of holiday.

ARTICLE X

VACATIONS

A. Employees shall be granted vacation leave based on the following schedule:

<u>YEARS OF CONTINUOUS SERVICE AS</u> <u>OF DECEMBER 31 OF THE YEAR</u>	<u>VACATION LEAVE GRANTED</u> <u>FOR THE YEAR</u>
one or less	One day for each full month employed during the calendar year
two (2) to nine (9) inclusive	thirteen (13) days
ten (10) to fourteen (14) inclusive	sixteen (16) days
fifteen (15) to nineteen (19) inclusive	twenty one (21) days
all over twenty (20) years	twenty six (26) days

B. Vacation benefits shall be computed as of January first of the calendar year. New employees hired after January 1st of the calendar year shall accrue one day vacation benefit for each full month of service during the calendar year. Employees on the payroll as of January 1st of any calendar year shall on that January 1st be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the employee works less than twelve (12) months in the calendar year, he is only entitled to a pro rate share of such vacation entitlement. Vacation leave credits shall continue to acc while and employee is on leave with pay, except that vacation benefits shall not accrue for time during which the employee is receiving benefits under 58-17 Worker's Compensation, nor for any time the employee is on leave without pay. An employee who has used more vacation time than he is entitled to at the time of his severance shall have an amount equal to his daily rate of pay deducted from his final pay for each day of vacation he has used in excess of the number of days to which he is entitled.

C. The Borough shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

D. Employees shall submit requests for vacation times of five (5) consecutive days or more by March 15, or for vacation requests for earlier times no later than four (4) weeks before his requested vacation, with first and second choices.

The first choice for the first two weeks requested shall be scheduled where practicable on the basis on seniority. Vacations of less than five (5) consecutive work days may be scheduled by mutual agreement between the employee and the Superintendent of Public Works. An employee may arrange to change his scheduled vacation only with written approval of the Superintendent of Public Works.

E. All vacation days must be taken during the calendar year used in determining them, unless it is determined by the Superintendent of Public Works, and agreed to by the Borough Administrator, that the pressure of work or illness warrants an extension. This unused vacation must be taken during the next succeeding year.

ARTICLE XI

SAFETY

The Borough agrees to provide safe and adequate working areas and equipment. The Union reserves the right to call upon the Borough or any appropriate State or Federal Agency to investigate any matter involving work areas or equipment. Such request will only be made where the Union feels that the employee is subject to possible impairment of health and safety. The Borough will appoint a member of the Union to the Safety Committee if one exists or in the alternative, the borough agrees to appoint a member of the Union to committee of commission or other public body specifically charged with the responsibility of maintaining adequate health and safety for the employees, if one exists.

ARTICLE XII

WAGES AND LONGEVITY ADJUSTMENT

A. All wages and increases are set forth in schedule attached hereto and made a part hereof including ranges for classifications specifying minimum and maximum rates.

B. Longevity adjustments shall be instituted commencing in calendary year 1982. Commencing in 1982, effective the first pay period after the anniversary date of an employee's appointment, said employee's wagee shall reflect an additional increaae as follows:

<u>YEARS COMPLETED</u>	<u>INCREASE</u>
5 years service	\$200
10 years service	400
15 years service	600
20 years service	800
25 year service	1,000

ARTICLE XIII

PROMOTIONS AND PROBATIONARY PERIOD

A. Promotional positions shall be filled in accordance with Civil Service Rules. Notice shall be posted at the earliest possible time when a promotional vacancy is to be filled.

B. No employee shall receive a pay cut due to promotion. If an employee is at a pay rate lower than the minimum rate of pay for the job title to which he is promoted, he shall receive the minimum rate for the job title to which he is promoted, plus \$.25 per hour for the promotion.

C. An employee shall be deemed as probationary following his regular appointment to a permanent position for a trial period of three (3) months. An employee may be dismissed during the probationary period for reasons relating to the employee's qualifications and/or performance and may be permitted a Civil Service hearing in accordance with Civil Service rules.

ARTICLE XIV

LAYOFF AND RECLASSIFICATION

A. Subject to applicable Civil Service Laws and Regulation, the Borough agrees that employee layoffs shall be on the basis of seniority within job classification, provided, the more senior employee is able to do the work in a satisfactory manner.

B. The Borough agrees that temporary and provisional employees will be terminated before any permanent employee. In all cases, the Borough shall provide written notices to employees to be laid off forty-five (45) days in advance, as required by Civil Service Rules.

C. Employees reclassified to lower classifications shall not receive a pay decrease for four (4) months. The employee shall not receive a salary less than the maximum for the lower classifications unless the employee's salary in the higher classification is less than the maximum for the lower classification.

D. In the event of layoff for economic reasons the terminated employee shall receive one (1) week's pay for each full year of continuous service as a permanent employee, up to a maximum of four (4) weeks pay as a severance pay.

E. Permanent Employees will be recalled to work in the reverse order in which they were laid off by the Borough. Notice of recall will be made in writing to the employee's home address of record. The employee must provide the Borough with any address change while waiting for recall. The Borough will not hire new employees, while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a job classification with a lower salary rate than their previous job classification, may refuse such position and remain eligible for recall except that a second refusal shall constitute abandonment of recall rights. The recalled employee must report for reinstatement to his former or equated job classification or be considered to have abandoned his recall rights.

ARTICLE XV

ACCESS TO PERSONNEL FILE

Upon request and with reasonable notice, an employee shall have the opportunity to review and examine their personnel file. The Borough has the right to have such review and examination take place in the presence of a designated official. The employee may file a written response to any memorandum or document which is derogatory or adverse to them. Such responses will be included in the personnel file, attached to and retained with the document in question. If any material is derogatory or adverse to the employee, a copy of such material may be sent to the employee upon their request.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to resolve grievances as soon as possible, so as to assure efficiency and promote employee's morals. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Superintendent of Public Works and having the grievance adjusted without the intervention of the Union. Any employee wishing to process the employee's own grievance may do so, but no settlement shall be made inconsistent with the terms of this Agreement.

B. Definition

The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements and administrative decisions affecting the employee. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement. It is further understood that disputes concerning terms and conditions of employment governed by Statute or Administrative Regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

C. Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent. Time extensions may be mutually agreed to by the Borough and the employee, but such time extensions shall be in writing. The employee may process a grievance through any or all of the following steps without the Union, if the employee chooses. If the employee does process a grievance without the Union, then the employee shall substitute for the Union in the following steps:

Step One

The aggrieved employee and the Union representative shall present the employee's grievances to the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) calendar days.

Step Two

If the grievance has not been settled, it shall be reduced to writing and presented by the Union representative to the Superintendent of Public Works, within five (5) days after the Supervisor's response is due. The Superintendent of Public Works shall respond to the Union representative in writing within five (5) calendar days.

Step Three

If the grievance still remains unadjusted or unanswered by the Superintendent of Public Works, it shall be presented by the Union representative to the Borough Administrator by serving the same upon the Borough Clerk in writing within seven (7) calendar days after the response of the Superintendent of Public Works is due. The Borough Administrator shall respond in writing to the Union representative within ten (10) calendar days unless extended by mutual consent. Should the grievance not be settled by Step Three, if the aggrieved is a permanent employee he shall have the right to elect to pursue the remedies offered by the Civil Service Act, providing appeal is made to Civil Service within five (5) working days of receiving the Borough Administrator's response. If Civil Service remedies are pursued, arbitration pursuant to Step Four will be precluded. Likewise, if arbitration pursuant to Step Four is pursued, Civil Service remedies are precluded.

Step Four - Arbitration

1. If the grievance is not settled to the aggrieved employee's satisfaction at Step Three, the Union may refer the matter to binding arbitration pursuant to the rules and regulations of the American Arbitration Association within ten (10) calendar days after the determination by the Borough Administrator.
2. The Arbitrator selected pursuant to the procedures of the American Arbitration Association shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and of the United States, and decisions of the Courts of the State of New Jersey and the United States, and shall be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement, or any amendment or supplement thereto. In rendering his written decision, the Arbitrator shall indicate in detail his findings of fact and reasons for making the award. The Arbitrator shall be guided by and shall be bound by the rules of the American Arbitration Association. The decision and award of the Arbitrator shall be final and binding upon the parties subject to applicable judicial or administrative proceedings.
3. The costs for the services of the Arbitrator shall be borne equally between the Borough and the Union. Any other expenses including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure. A failure to respond at any level within the time limits provided shall be deemed a denial of the grievance at that step.

ARTICLE XVII

DISCIPLINE

A. Discipline of an employee shall be imposed only for just cause. Discipline under this article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based upon a layoff or other operational judgment of the Borough shall not be construed to be discipline, just cause for discipline up to and including removal shall include those causes set forth in Civil Service rules 4:1-16.7(a) and 4:1-16.9.

B. Where the Borough imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. Such notice shall contain a reasonable specification of the nature of the charges and the nature of the discipline.

C. Any disciplinary matter of less severity (e.g. reprimand, suspension of five (5) days or less, or fines of less than six (6) days pay) than those from which appeal may be made to the Civil Service Commission may be the subject to an appeal filed through the grievance procedure. A grievance concerning disciplinary actions shall be initiated at Step Three. The employee may be represented at such hearing by Union officials or legal counsel. The Governing Body or designee shall render a written decision. That decision rendered shall be final.

D. A permanent employee shall have the right to a Civil Service Department hearing, and shall not use the grievance procedure, in every disciplinary action involving:

- a. Suspension of more than five (5) days at one time.
- b. Suspension of fines of more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) calendar year.

c. Demotion

d. Removal

Such Civil Service hearing should commence as soon as possible and hopefully no later than (30) days after service of a copy of the charges. The Borough shall notify the employee, the Union and the Department of Civil Service of the reasons for the disciplinary action. The employee may be represented at such hearing by Union officials or legal counselor; witnesses will be heard and pertinent records reviewed.

ARTICLE XVIII

SEVERABILITY AND SAVINGS

A. The Borough and the Union recognize the applicability of Federal economic stabilization acts to control prices, rents, and salaries, and agree to abide by any Executive order or legislation. In the event any or all of the salary increases or adjustments or other economic changes provided in this Agreement cannot be legally made effective, then the provision of renegotiability as mentioned in paragraph C below shall be applicable.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

C. Any provision of this Agreement found to be in violation as outlined in paragraph B above, shall be subject to renegotiation by the parties, but only to the end of insuring that such provisions are not in contradiction of any such aforementioned legislation or order and not to increase benefits. Where the provisions cannot be amended to make them conform to law or to an order as outlined in paragraph B above they shall be completely deleted from the Agreement.

ARTICLE XIX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Borough and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance. If agreement is reached between the parties as to any such additional issues, then, and in the event, any such agreed upon language shall become part of this Agreement upon the execution of same.

ARTICLE XX

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will discourage any of its members or person acting on their behalf from taking part in any strike, slowdown, or job action, and make reasonable efforts to prevent such illegal actions.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union, its members, or any person acting on its behalf.

ARTICLE XXI

POSTING

All new and vacant positions shall be posted on the Union Bulletin Boards for a period of one week. Employees applying for such new vacancies shall make a request in writing to the head of the Department in which such vacancies exist. Subject to applicable Civil Service Laws and Regulations, efforts will be made to choose the most qualified applicant to fill vacancies and to choose applicants from within the Bargaining unit.

ARTICLE XXII

LOSS OF SENIORITY

Subject to applicable Civil Service Laws and Regulations, seniority shall be lost by an employee for the following reasons:

- A. Voluntaryr quitting. Failure to report back for work no later than the beginning of the next work week following the conclusion or termination of a leave of basence shall be deemed to constitute a voluntary quitting.
- B. Discharge for cause.
- C. Failure to report for work within twenty-four (24) hours when called aback (after layoff), after receipt of telegram or registered letter, unless such failure is mutally agreed between the Borough and the Union to be excusable.
- D. Failure to be called back to work for a period of twelve (12) months after layoff, unless a greater period of time is established by agreement between the Borough and the Union.

ARTICLE XXIII

TERMS OF AGREEMENT

The term of this contract shall be from January 1, 1992 ^{AL} through December 31, 1993 ^{AL} subject to a written notice from either party to the other of the desire to change or amend this agreement. To be effective, such written notice must be received by the other party no later than one hundred sixty-five (165) days prior to the Borough's required budget submission date. The foregoing reference is derived from the Public Employee's Relations Commission Regulation Section 19:16-2.1, and the adoption by the Public Employee Relations Commission of February 10 required budget submission date for Municipalities such as the Borough. In the event of any change in the P.E.R.C. status or regulations, this Article shall be deemed to have been amended to conform to such change.

BOROUGH OF HOPATCONG

HOPATCONG BLUE COLLAR EMPLOYEES

By:

Gifford R. Lucas

Jeffrey R. Worcester

WITNESS:

[Signature]

WITNESS

[Signature]

RIDER
SALARY AND WAGES

	<u>1992</u>		<u>1993</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Mechanic	\$13.79	\$16.25	\$14.44	\$16.90
Heavy Equipment Operator	13.79	16.25	14.44	16.90
Senior Public Works Repairman	13.79	16.25	14.44	16.90
Mechanic Helper	11.50	13.54	12.15	14.19
Public Works Repairman	12.57	13.54	13.22	14.19
Laborer	10.00	12.32	10.65	12.97
Water Repairer	12.57	13.54	13.22	14.19

- D. All persons are in title for four (4) full years are to be placed at maximum.
- E. Starting salaries for laborers shall be, for the first three (3) months, eight dollars (\$8.00) per hours.
- F. Laborers who function as drivers on a regular basis shall receive an additional twenty cents (\$.20) per hour after completions of their first three months as drivers.
- G. Any person receiving pay as a driver whose driver privileges are revoked will have his hourly rate reduced to the laborer rate.
- H. Upon advancement in grade, no employee will receive a reduction in his hourly rate.

All portions of the Code of the Borough of Hopatcong inconsistent with this agreement herein approved by this amendment are repealed only to the extent of such inconsistency.

This ordinance shall take effect immediately upon final passage and publication according to law.